

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (CGM)

SIPA Liquidation

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the
Liquidation of Bernard L. Madoff Investment
Securities LLC, and Bernard L. Madoff,

Plaintiff,

v.

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK d/b/a CRÉDIT
AGRICOLE PRIVATE BANKING MIAMI,
f/k/a CALYON S.A. d/b/a CRÉDIT
AGRICOLE MIAMI PRIVATE BANK
SUCCESSOR IN INTEREST TO CREDIT
LYONNAIS S.A.,

Defendant.

Adv. Pro. No. 12-01670 (CGM)

STIPULATION AND ORDER

Irving H. Picard (the “Trustee”), as trustee for the substantively consolidated liquidation of the business of Bernard L. Madoff Investment Securities LLC under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa–III, and the estate of Bernard L. Madoff, individually, and

defendant Crédit Agricole Corporate and Investment Bank (“Defendant,” and collectively with the Trustee, the “Parties,” each a “Party”), by and through their respective, undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on May 25, 2012, the Trustee filed his original complaint (“Complaint”) in the above-captioned adversary proceeding against Defendant to recover subsequent transfers Defendant allegedly received from Fairfield Sentry Limited. ECF. No. 1;

IT IS HEREBY STIPULATED AND AGREED, that

1. Defendant shall respond to the Complaint by May 16, 2022, by filing a motion to dismiss. The Trustee shall respond to the motion by July 15, 2022, and Defendant shall file its reply by August 15, 2022.

2. The Parties shall seek oral argument on the motion to dismiss at the Court’s first available convenience.

3. The above deadlines granted by this stipulation are without prejudice to either Party seeking future extensions of time.

4. This stipulation may be signed by the Parties in any number of counterparts, each of which when so signed shall be an original, but all of which shall together constitute one and the same instrument. A signed facsimile, photostatic, or electronic copy of this stipulation shall be deemed an original.

IT IS HEREBY STIPULATED AND AGREED, that the above deadlines granted by this Stipulation are without prejudice to either party seeking future extensions of time.

Dated: March 28, 2022
New York, New York

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Madoff Investment Securities LLC and the
estate of Bernard L. Madoff*

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Agricole Private Banking Miami, f/k/a Calyon
S.A. d/b/a Crédit Agricole Miami Private
Bank successor in interest to Credit Lyonnais
S.A.*

**Dated: March 29, 2022
Poughkeepsie, New York**



/s/ Cecelia G. Morris

**Hon. Cecelia G. Morris
U.S. Bankruptcy Judge**